

Middlesex

C O N T R A C T

BETWEEN:

MIDDLESEX COUNTY HOSPITAL FOR CHRONICALLY ILL

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES,

(Middlesex County Hospital for Chronically Ill)
MIDDLESEX COUNTY,

NEW JERSEY

LIBRARY
Institute of Management and
Labor Relations

-AND-

MAR 2 1982

RUTGERS UNIVERSITY

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

LOCAL 1082

X JANUARY 1, 1982 THROUGH DECEMBER 31, 1982
or until the Middlesex County Hospital for
the Chronically Ill is officially closed.

TABLE OF CONTENTS

	<u>Page</u>
Article I Preamble	1
Article II Purpose	2
Article III Union Recognition	3
Article IV Dues Check Off	4
Article V Grievance Procedure	6
Article VI Seniority	12
Article VII Salaries and Wages	15
Article VIII Hours of Work	18
Article IX Overtime	20
Article X Sick Leave	21
Article XI Accumulated Sick Time Payoff Upon Retirement	23
Article XII Holidays	24
Article XIII Vacations	25
Article XIV Personal Days	26
Article XV Union Conventions	27
Article XVI Personnel Records	28
Article XVII Bereavement	29
Article XVIII Medical Benefits	30

ARTICLE I - PREAMBLE

This Agreement made and entered into this 12th day of January, 1982, between the Middlesex County Hospital for the Chronically Ill, Middlesex County Board of Social Services (hereinafter called the "Board"), located at Georges Road, North Brunswick, New Jersey 08902, and Communications Workers of America, AFL-CIO, Local 1082 (hereinafter called the "Union"), located at 14 Commerce Drive, Cranford, New Jersey 07016.

This contract shall be effective from January 1, 1982 through December 31, 1982, or until the Middlesex County Hospital for the Chronically Ill is officially closed, whichever is the earlier date.

ARTICLE II - PURPOSE

The Board and the Union have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

ARTICLE III - UNION RECOGNITION

The Middlesex County Board of Social Services agrees to recognize the Communications Workers of America, AFL-CIO, Local 1082, as the sole and exclusive collective bargaining representative of the employees in the following job titles: Building Maintenance Worker, Building Service Worker, Clerk Typist, Cook, Food Service Worker, Guard Public Property, Head Cook, Hospital Attendant, Practical Nurse, Principal Clerk Bookkeeper, Recreation Therapy Aide, Senior Account Clerk, Senior Building Maintenance Worker, Senior Building Service Worker, Senior Clerk Typist, Senior Cook, Senior Food Service Worker, Senior Hospital Attendant.

ARTICLE IV - UNION DUES AND REPRESENTATION FEES

- A. The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union Dues. Dues shall be two (2) hours pay per month based on a 40-hour work week, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made.
- B. The Board further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by this agreement who does not furnish a written authorization for deduction of Union Dues, a Representation Fee equal to 85% of the Union Dues, as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of date of rehire.

- C. Deduction of Union Dues and Representation Fees made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, D.C. 20006, by the tenth (10th) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union president.

ARTICLE V - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level equitable solutions of the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Board and the Union.
- B. A "grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Union, or any supplemental departmental regulations governing any phase of employee relationships, including matters relating to disciplinary action.
- C. Where there is a grievance arising out of the interpretation of a Civil Service regulation, the grievance remedy should be solely through the administrative process provided for by the Department of Civil Service.

D. Grievance Procedure:

1. (a) An employee having a grievance shall present it, in writing, on a form to be provided by the Board, to the Chronically Ill Administrator within ten (10) working days after the occurrence of the event from which the grievance arises.
 - (b) The written grievance shall set forth the events giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied and the desired remedy. An answer shall be given by the Administrator within five (5) working days of the presentation of the grievance. The answer shall be submitted in writing. A copy of all grievances and answers shall be submitted by the Administrator to the employee and the Chief Union Representative at the Hospital.
2. If the employee is not satisfied with the answer received or if an answer is not received, the grievance, in writing, shall be signed by the employee and presented to the Director of the Middlesex County Board of Social Services or designee within five (5) working days from the expiration of the time period provided in paragraph 1 hereof. The Welfare Director or designee shall arrange

a meeting with the employee to be held within five (5) working days of the receipt of the written grievance. The employee may elect to have a Union Representative present at the meeting. The Welfare Director or designee shall give to the employee and the Union a written answer to the grievance within five (5) working days after the date of such meeting.

3. If the employee is not satisfied with the written answer resulting from the preceding step, or if an answer is not received, the employee shall within five (5) working days following the expiration of the time period provided in the preceding step submit a written request to the Chronically Ill Administrator for a hearing of the grievance by William A. Ritter of the County Labor Relations Department. The Administrator of the Hospital shall schedule a meeting for the hearing of the grievance and shall advise the employee and the Chief Union Representative of the time, date and place of the meeting not less than five (5) days prior to the scheduled meeting date. William A. Ritter of the County Labor Relations Department shall, within five (5) working days following the hearing, submit an answer in writing to the employee and the Chief Union Representative.

4. (a) If the employee is not satisfied with the written answer resulting from the preceding step or if no answer is received, the Union may, within five (5) working days following the expiration of the time period set forth in the preceding step, submit a written request to the Hospital Supervisor to refer the grievance to advisory arbitration before an arbitrator, mutually agreeable to the Board and the Union, who shall be selected from the list of the American Arbitration Association.
- (b) In the event that a grievance is taken to arbitration, all proceedings shall be governed by the rules and regulations then pertaining to the American Arbitration Association respecting the arbitration of labor grievances. The compensation of the Arbitrator and the expenses of the arbitration shall be shared equally by the Board and the Union. The Arbitrator shall issue a written opinion to the Board, the Union and the employee, setting forth his decision respecting the grievance. Upon the receipt of the Arbitrator's decision, the Board and the Union will meet at a Conference Meeting

of the Director of the Middlesex County Board of Social Services and discuss the Arbitrator's decision. Following such meeting, the Board's resolution of the grievance shall be final.

(c) Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it. The Arbitrator shall not have the power to alter, add to, or revise any portion of this Agreement.

E. Saturdays, Sundays, and holidays as identified in this Agreement, shall not be considered working days in the computing of the time provided for in the foregoing.

F. Any written decision or written answer to a grievance made at any step which is not appealed by the employee to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon the employee.

shall be entitled to the assistance of an Officer or Representative in all foregoing grievance procedure, in International representation. Any employee shall not lose pay for time spent during working hours at the foregoing steps in grievance procedure. In the event that it is necessary to require the attendance of other employees in carrying out any of the above steps, such employees shall not lose pay for such time.

The time specified in the days indicated at each level of the grievance procedure shall be considered as a maximum. Every effort should be made to expedite the procedure.

The provisions contained shall be construed as not depriving an employee of his right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

ARTICLE VI - SENIORITY

- A. Seniority for the purpose of this Article shall be based upon the employee's most recent continuous length of service with the Board.
- B. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Union. The Board shall furnish to the Union the names of new employees hired not later than fifteen (15) days following the date of their employment.
- C. In the event of a phase-out or of a substantial reduction in the number of employees, every reasonable effort will be made on the part of the employer to relocate employees with employment with County government. When the Board decides to reduce the number of employees, the employee or employees with the least seniority shall be laid off first, providing any employee changing job titles as a result of any action taken pursuant to this paragraph is qualified to perform the new job title.
- D. Employees shall be recalled for work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available.

- E. As a matter of policy, the Board will endeavor to fill permanent job openings by promoting employees, if qualified, from the next lower rated job title in the bargaining unit. Seniority will be one of the factors to be considered for promotion, provided it is consistent with the Civil Service Regulations. The Board agrees to post all vacancies for a period of three (3) days except in emergent situations.
- F. Vacation preference will be assigned in accordance with the employee's seniority. The employee, however, must indicate his vacation preference prior to May 1st preceding the vacation requested, in order for seniority to prevail. The Board agrees to make every reasonable effort to improve the vacation scheduling by the employment of summer help within budgetary restrictions.
- G. The Board will establish a list of employees to be used whenever the need for rotation of assignment exists. The list will be used in a rotating manner. The Board will permit the employees' Union representative to examine the rotation book to record rotation of assignments. Any deviation of such assignment rotation will be made only in the event of an emergency or if the next scheduled employee on the rotation list is absent from employment that day. If the employee next scheduled for

rotation is unavailable, the rotation will succeed to the next employee listed on the rotation schedule. The absent employee will then become the next scheduled employee in rotation.

The Board agrees to the implementation of Call-In Pay whereby employees requested to work overtime will be guaranteed a minimum of four (4) hours overtime at a rate of time and a half.

The Board further agrees to the implementation of Stand-By Pay whereby employees covered under this Agreement will receive a flat payment of ten (\$10) dollars if they are requested to stand by for possible overtime.

ARTICLE VII - SALARIES AND WAGES

- A. Effective January 1, 1982, all eligible employees hired prior to December 31, 1981, except those employees with the title of Practical Nurse, covered under the terms of this Agreement shall receive a 9% wage increase over their wages as of December 31, 1981, for the contract year 1982.
- B. Effective January 1, 1982, all eligible employees in the title Practical Nurse hired prior to December 31, 1981 covered under the terms of this Agreement shall receive an 8% wage increase over their wages as of December 31, 1981. Effective July 1, 1982, all eligible Practical Nurses shall receive a 2% increase over their wages as of June 30, 1982.
- C. All part-time employees who work twenty (20) or more hours a week will be entitled to the same fringe benefits as full-time employees.
- D. Individuals employed in the title of Cook who have two years of paid, full-time experience in a commercial, industrial or institutional setting shall be entitled to a minimum salary of \$8500 within the appropriate salary range.

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES
FOR
MIDDLESEX COUNTY HOSPITAL FOR THE CHRONICALLY ILL

1981

SALARY GUIDE

<u>RANGE</u>	<u>MINIMUM - MAXIMUM</u>	<u>HIRING RATE</u>	<u>TITLES</u>
A-4	\$5227 - \$9156	\$6815	
A-5	\$5488 - \$9614	\$6877	
A-6	\$5763 - \$10094	\$6950	Clerk Typist
A-7	\$6052 - 10599	\$7063	
A-8	\$6354 - \$11130	\$7178	Account Clerk Typing
A-9	\$6672 - 11686	\$7372	Senior Account Clerk, Food Service Worker, Senior Clerk Typist, Laundry Worker
A-10	\$7007 - \$12688	\$7567	Guard, Public Property, Building Maintenance/ Service Worker, Hospital Attendant, Sr. Acct. Clerk Typing
A-11	\$7356 - \$12884	\$7619 (Cook with 2 yrs. experience \$8500)	Senior Building Service Worker, Medical Records Clerk Typing, Cook, Senior Food Service Worker
A-12	\$7724 - \$13529		Senior Building Maintenance Worker, Senior Hospital Attendant
A-13	\$8110 - \$14207		Senior Cook
A-14	\$8515 - \$14917		Recreation Therapist, Principal Clerk Bookkeeper
A-15	\$8941 - \$15752		Practical Nurse, Supervising Clerk, Building Service Worker
A-16	\$9388 - \$16447		

<u>RANGE</u>	<u>MINIMUM - MAXIMUM</u>	<u>HIRING RATE</u>	<u>TITLES</u>
A-17	\$9858 - \$17271		Graduate Nurse Unlicensed
A-18	\$10351 - \$18138		Supervising Clerk Bookkeeper
A-19	\$10868 - \$19046		Graduate Nurse Licensed, Accountant, Head Cook
A-20	\$11412 - \$19996		
A-21	\$11983 - \$20991		Supervisor of Accounts
A-22	\$12583 - \$22042		
A-23	\$13212 - \$23142		
A-24	\$13872 - \$24299		Supervisor of Nurses
A-29	\$17706 - \$31018		Director of Nursing
A-31	\$19521 - \$34193		Administrator

ARTICLE VIII - HOURS OF WORK

The hours of work for employees covered by this Agreement shall be as follows

7 A.M. - 3 P.M.

3 P.M. - 11 P.M.

11 P.M. - 7 A.M.

Hospital Attendant, Senior Hospital Attendant,
Practical Nurse:

10 A.M. - 6 P.M. - 2nd Lunch (12:30 to 1:30)

6 A.M. - 2 P.M. - 1st Lunch (11:00 to 12:00)

Head Cook, Senior Cook, Cook, Food Service Worker,
Building Service Worker:

9 A.M. - 5 P.M. Clericals (Monday to Friday)

8 A.M. - 4 P.M. Building Maintenance Worker

All staff members will have the right to remain on the shift they were originally hired for, except if a vacancy exists, then they may request the opening before a replacement is made.

It is understood and agreed that every reasonable effort will be made so that the employees will be able to have every other week-end off.

In view of the proposed total shutdown of the Chronically Ill Hospital Facility and the proposed crossover of bargaining unit members to the employ of Roosevelt Hospital, it is agreed that in the event any bargaining unit member is not offered the same or similar shift at Roosevelt Hospital that said member was working at the time of crossover and chooses not to accept the shift which is offered at Roosevelt Hospital, then, in that instance only, such bargaining unit member may voluntarily terminate employment and shall receive a one-time cash payment in the amount of \$250 upon termination. Said employee shall execute a form to be provided by employer indicating acceptance of voluntary termination and waiving rights to crossover to Roosevelt Hospital prior to receipt of the \$250 payment.

All employees shall receive sixty (60) minutes for lunch plus fifteen (15) minutes for a break for each half-day period of work. The meal break will be taken apart from the patients. Staff may be permitted to leave the building for meal break provided they punch the time clock out and in and to inform their supervisor before leaving.

ARTICLE IX - OVERTIME

Overtime shall be distributed equally and alphabetically from a list maintained by the Superintendent for all employees employed in Patient Care. Whenever overtime is refused by an employee, such overtime shall be offered to the next name on the list and the employee refusing will be considered as having worked overtime. If, at a given time, the list is completely exhausted the first employee refusing must work the overtime.

"Monday-Friday" employees shall receive time and one-half pay for all work performed at any time other than their regular "Hours of Work" (Article VIII).

"Eighty-Hour" employees shall receive time and one-half pay for all work performed in excess of eight (8) hours in a given workday or any days in excess of ten (10) workdays in a given fourteen (14) day work period.

Employees who work on a holiday (except Christmas and New Years Day) shall be paid at their regular hourly rate plus one and one-half times the regular hourly rate for all such hours worked.

Employees who work Christmas and/or New Years Day shall receive the regular straight time rate of pay for the holiday plus two times the regular hourly rate for all such holiday hours worked.

ARTICLE X - SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter ($1\frac{1}{4}$) days per month in the first year of service, commencing in the first month or major portion thereof, from date of hire.

It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rata, shall be credited to the employee. If separation occurs before the end of the year and more sick days have been taken than appropriated on a pro-rata basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Employees must call their supervisor one (1) hour prior to the start of their scheduled tour of duty in order to be approved for the use of sick time.

All other proper and authorized leaves, as provided in the rules of the Department of Civil Service, shall be recognized and constitute a part of this agreement.

- D. The Board and the Union agree on current practice by which employees who retire at age 55 or after, and who have completed 25 years of service credit in the Public Employees Retirement System, will have hospitalization insurance paid by the Board upon such retirement, according to County policy.
- E. The Board and the Union agree on the implementation of a Vision Care Program for all employees who have completed at least two months of continuous service with the Board. Each covered employee shall be eligible to receive one reimbursement for vision care services during any two-year period commencing January 1, 1980. Such reimbursement is limited to twenty (\$20) dollars for regular lenses or twenty-five (\$25) dollars for bifocal or tri-focal lenses. Coverage will be in accordance with the Vision Care Policy contained in the Agency Personnel Manual.
- F. The Board agrees to provide disability insurance through the New Jersey State Temporary Disability Benefits Program effective January 1, 1981, in accordance with P.L. 1980, Chapter 18, approved March 26, 1980. It is understood that said law requires contributions from the employer and the employee.

ARTICLE XI - ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

Employees covered under the terms of this agreement shall be entittled upon retirement to receive a lump sum payment, as supplemental compensation one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000) which is credited to him on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

ARTICLE XII - HOLIDAYS

The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared by the Board of Chosen Freeholders.

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

If a holiday falls during an employee's vacation or bereavement leave, he shall be granted an additional day off with pay.

ARTICLE XIII - VACATIONS

All employees shall be granted vacation leave based upon the following:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to five years	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-first year or more	Twenty-five working days during each year of service.

Vacation time accumulations are to be based on the Civil Service Rulings now in effect.

ARTICLE XIV - PERSONAL DAYS

All employees shall have three (3) personal holidays for any personal purpose. Personal holidays may not be accumulated, personal holidays may be taken on separate days or consecutively; however, the employee should, if possible, give the employer three (3) days notice for one personal holiday, four (4) days notice for two consecutive personal holidays to be taken by the employee, and five (5) days notice for three (3) consecutive holidays. New employees shall accrue one (1) personal holiday at the end of each fourth month of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per fourth month of employment completed in the year said employment is terminated.

ARTICLE XV - UNION CONVENTIONS

The employees covered by this Agreement shall be granted eleven (11) days aggregate time off with pay to attend National, District, or State Union Conventions of the Communications Workers of America, AFL-CIO, or its affiliates.

ARTICLE XVI - PERSONNEL RECORDS

Each employee's personnel record, wage rate, and employment information shall be kept in a locked space, and is not to be discussed - without the employee's permission - with anyone other than authorized personnel.

ARTICLE XVII - BEREAVEMENT

All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, aunt and uncle, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

It is understood and agreed that this Bereavement Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) calendar days next following the date of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

If more time off is required than provided for, the Administrator may grant additional days off on a no-pay basis or the employee may use personal or vacation days.

ARTICLE XVIII - MEDICAL BENEFITS

- A. All full-time and eligible part-time employees and employee's family (as defined by Blue Cross/Blue Shield) shall be covered by Blue Cross/Blue Shield, Rider J and Major Medical at the employer's expense. From January 1, 1982 until the State Plan permits a change which is then adopted by the Middlesex County Board of Chosen Freeholders, the Blue Cross/Blue Shield Plan will continue under Series 750. Effective when the State Health Benefit Plan permits and the Middlesex County Board of Chosen Freeholders subsequently adopts, the Blue Cross/Blue Shield Plan will change to the 14/20 Series.

The Rutgers Community Health Plan (H.M.O.) is available to the employee as an alternate to Blue Cross/Blue Shield, Rider J and Major Medical. The County will contribute the same amount toward R.C.H.P. coverage as contributed toward traditional coverage. In the event R.C.H.P. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

- B. All full-time and eligible part-time employees shall be covered by the Great West Life Assurance Company Dental Plan, or a similar plan, at the employer's expense.

- C. The Board and the Union agree on current practice by which each individual employee is covered by a Drug Prescription Program.
- D. The Board and the Union agree on current practice by which employees who retire at age 55 or after, and who have completed 25 years of service credit in the Public Employees Retirement System, will have hospitalization insurance paid by the Board upon such retirement, according to County policy.
- E. The Board and the Union agree on the implementation of a Vision Care Program for all employees who have completed at least two months of continuous service with the Board. Each covered employee shall be eligible to receive one reimbursement for vision care services during any two-year period commencing January 1, 1980. Such reimbursement is limited to twenty-five (\$25) dollars for regular lenses or thirty (\$30) dollars for bifocal or tri-focal lenses, and up to twenty (\$20) dollars for eye examination. Coverage will be in accordance with the Vision Care Policy contained in the Agency Personnel Manual.

F. The Board agrees to provide disability insurance through the New Jersey State Temporary Disability Benefits Program effective January 1, 1981, in accordance with P.L. 1980, Chapter 18, approved March 26, 1980. It is understood that said law requires contributions from the employer and the employee.

.. ARTICLE XIX - SHIFT DIFFERENTIALS

Hospital Attendants and Licensed Practical Nurses on the 3 - 11 shift shall receive a shift differential of forty (40¢) cents per hour.

Hospital Attendants and Licensed Practical Nurses on the 11 - 7 shift shall receive a shift differential of thirty (30¢) cents per hour.

Dietary personnel shall receive a second shift (3 - 11 shift) differential for the hours worked from 3 P.M. to 6 P.M.

ARTICLE XX - UNIFORM ALLOWANCE

Effective January 1, 1980, employees covered under this Agreement shall no longer receive any uniform allowance, but each eligible employee shall receive the sum of \$200., effective January 1, 1980 to be added to his/her base salary as set forth in the salary provisions above.

ARTICLE XXI - CONTINUATION OF BENEFITS

The parties agree that all benefits and conditions of employment for employees, presently in existence, whether in writing or by practice, shall be continued without change for the duration of this contract.

ARTICLE XXII - SEVERABILITY CLAUSE

All provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall effect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement. In the event that any provision of this Contract is ruled illegal, the parties shall immediately commence negotiations regarding that specific provision in an attempt to revitalize the spirit and affect of that provision in a lawful manner.

ARTICLE XXIII - LONGEVITY

All eligible employees shall be entitled to receive longevity which will be based upon their salary, maximum base \$20,000 as of December 31st of the previous year, starting with the completion of the 8th year of service as follows:

9 through 15 years of service	=	2%
16 through 20 years of service	=	4%
21 years and over	=	6%

The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the employer on March 18, 1971 and as amended.

Effective January 1, 1981, the present longevity program will continue for all employees on the payroll as of December 31, 1980. Employees starting with the County on January 1, 1981 and thereafter will not accrue longevity.

ARTICLE XXIV - NO STRIKE OR LOCK-OUT

Neither the Union nor the employee or the employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out or any other intentions of interruption of work. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

ARTICLE XXV - LATE POLICY

The Union and the Board agree on the following procedure concerning employees who are late in reporting for their assigned starting time:

An employee who is not more than ten (10) minutes late will not be docked provided:

- (a) He makes up the time at the end of his shift;
- (b) He is not late more frequently than 25% of his regularly scheduled work days.

The only exceptions to this procedure are genuine emergencies such as auto accident, highway blocked, etc. The burden of proof is on the employee.

ARTICLE XXVI - CONTRACT PERIOD

This contract shall be effective from January 1, 1982 through December 31, 1982, or until the Middlesex County Hospital for the Chronically Ill is officially closed, whichever is the earlier date.

ARTICLE XXVII - REIMBURSEMENT OF EDUCATIONAL EXPENSES

Employees covered under this Agreement who are eligible for reimbursement for educational expenses will be reimbursed in accordance with the County plan for tuition expenses.

ARTICLE XXVIII - Management Rights Clause

The Board and the Union agree to the following:

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.
- B. The Board retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.
- C. All such rights, powers, authority and prerogatives of management possessed by the Board are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.
- D. The Board retains its responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this Agreement.

- E. Unless otherwise provided in this Agreement or by all applicable regulations, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to the effective date of this Agreement.
- F. No employee shall be disciplined by discharge, reprimand, reduction in rank and compensation, deprivation of any professional advantage or any adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE XXIX - HEALTH AND SAFETY COMMITTEE

The Board agrees to the formation of a permanent Health and Safety Committee to be comprised of four (4) persons. Of the four, two (2) shall be selected by the Union to represent the employees, and two (2) shall be selected by the Board to represent the Board. At least one (1) person from each party must be present for a meeting to be held. The Committee's responsibilities will include monitoring temperature levels within the physical plant, recommending improvements in the physical plant. The existence of the Committee and the names of the Committee members will be posted conspicuously and updated when necessary. The Committee will meet monthly, as needed, for no more than one hour, upon request by either party.

BUILDING MAINTENANCE WORKER

DEFINITION: Under direction, performs varied simple and routine tasks involved in the cleaning and maintenance of buildings and grounds; does related work as required.

EXAMPLES OF WORK: Either working alone or as one of a group, washes and cleans windows and floors, polishes floors, dusts desks, tables, chairs, and other furniture; cleans business offices, cafeterias, living quarters, classrooms, halls, gymnasiums, auditoriums, hospital wards, lavatories and other buildings; burns trash in incinerators; polishes metal fixtures and trimmings; may tend low-pressure boilers used to produce hot water and heat; tidies working areas by arranging equipment, materials, and articles in an orderly manner; deposits and sweeps up trash cans; replaces burned out light bulbs and services water coolers; in addition to cleaning and maintaining buildings, mows lawns, trims hedges, rakes and burns leaves and refuse, trims driveway and sidewalk edges using spades and hoes; in winter, shovels snow from driveways and sidewalks, and spreads sand, salt, or ashes on icy surfaces to prevent slipping; assists carpenters, electricians, painters, plumbers and steamfitters by carrying tools and materials, by placing and removing ladders, and by cleaning up after work has been done; keeps simple records.

REQUIREMENTS:

1. Ability to read and write English.
2. Some knowledge of the problems, procedures, methods, tools, equipment, and supplies used in cleaning and washing windows and floors, in waxing and polishing floors, in dusting desks, chairs, and other furniture, and of making minor repairs to heating, electrical and other systems of varied types.
3. Ability to understand, remember, and carry out oral and written directions; and to learn quickly from oral and written directions and from demonstrations.
4. Good health and freedom from disabling physical and mental defects.

BUILDING SERVICE WORKER

DEFINITION: Under direction, performs varied simple and routine tasks involved in the cleaning of buildings; does related work as required.

EXAMPLES OF WORK: Either working alone or as one of a group, washes and cleans windows and floors, polishes floors, dusts desks, tables, chairs, and other furniture; cleans business offices, cafeterias, living quarters, classrooms, halls, gymnasiums, auditoriums, hospital wards, lavatories and other buildings; empties ash trays and waste baskets; makes beds; sweeps and vacuums rugs; sees that clean towels, tissues and soap are available in bathrooms and restrooms; keeps simple records.

REQUIREMENTS:

1. Ability to read and write English.
2. Some knowledge of the problems, procedures, methods, equipment, and supplies used in cleaning and washing windows and floors, in waxing and polishing floors, and in dusting desks, chairs, and other furniture.
3. Ability to understand, remember, and carry out oral and written directions, and to learn quickly from oral and written directions and from demonstrations.
4. Good health and freedom from disabling physical and mental defects.

CLERK TYPIST

DEFINITION: Under direction, performs typing primarily but also performs routine, repetitive and other non-complex clerical work of a varied nature as a beginner at the entrance level of employment which includes a relatively small proportion of difficult tasks; does related work as required.

EXAMPLES OF WORK: Types a wide variety of materials from pencil copy, rough notes and detailed instructions such as correspondence, forms, memoranda, lists, reports, statements, certificates, payrolls, vouchers, purchase orders; opens, sorts, numbers, and distributes mail; addresses, stamps, and mails envelopes and other mail; sorts and files checks, cash stubs, vouchers, requisitions or other materials numerically, alphabetically or according to other predetermined classification; wraps packages for shipment by mail or express; assembles and staples materials for distribution; clips newspapers, periodicals, and printed releases and arranges clippings in suitable form as directed; fills in and checks form letters, circulars, and forms as directed; looks up needed information; maintains prepared mailing lists; gives routine information in person and over the telephone; tabulates simple numerical data; occasionally operates varied types of office machines and equipment; files papers, records, correspondence, memoranda, maps, tracings, property plans and other matters; pulls papers and folders from files as requested; answers the telephone and takes messages accurately; checks assigned reports, applications and other documents for correctness and completeness; refers errors and irregularities to superiors; sorts and counts various types of tickets and forms and checks tickets for expiration dates, endorsements and mutilations; collates and staples pages of reports, instructions and other duplicated materials; runs errands to deliver or pick up material; cuts stencils; maintains established records and files where selection and classification of data does not require difficult decisions and where procedures are routinized.

REQUIREMENTS:

1. Graduation from High School, or Vocational High School, or possession of an approved High School Equivalent Certificate, or any equivalency in education or experience.
2. Some knowledge of modern office methods, practices and equipment, and of performing routine, repetitive and non-complex typing work from varied types of copy.
3. Ability to understand, remember, and carry out oral and written directions.
4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

COOK

DEFINITION: Under direction, prepares and cooks food in large quantities; does related work as required.

EXAMPLES OF WORK:

Prepares and cooks food in large quantities; prepares soups, meats, vegetables, salads, and other foods; in addition to cooking, bakes bread and/or pastries, checks or assists in checking food supplies, kitchen laundry and cleanliness of kitchen and food service equipment; keeps necessary records.

REQUIREMENTS:

1. Formal or other education and training showing attainment of the level represented by graduation from high school.
2. One year of experience as a cook involving the preparation of a variety of food in large quantities.

Candidates who do not meet the high school requirement may substitute the above experience on a year for year basis.

3. Some knowledge of the problems involved in cooking work and of the materials, methods and equipment used in preparing food in large quantities.

4. Ability to organize assigned work and develop effective work methods.

5. Good health and freedom from disabling physical and mental defects.

FOOD SERVICE WORKER

DEFINITION: Under direction, performs varied routine work involved in preparing and serving food and/or in cleaning food service facilities and equipment; does related work as required.

EXAMPLES OF WORK: Prepares fruit and vegetables for cooking; serves meals; waits on tables; delivers food to dining rooms; assists in receiving and storing food supplies, foods and food service equipment; assists in preparing salads, desserts and beverages; prepares and delivers trays; washes, scrubs, polishes and cleans floors, walls, stoves, pots, pans, dishes, silverware and other food service facilities and equipment; cleans kitchen area and kitchen utensils and equipment; assists the cook by cutting, washing, or otherwise preparing food items for cooking; serves food at counter, at tables or from a hot food truck or on trays; prepares food items such as coffee, toast, eggs and juices; arranges dishes, cutlery, napkins and condiments on dining tables or on trays; gathers used dishes, cutlery and trays for washing, washes dining tables, washes and sterilizes dishes, cutlery and trays; procures items for cooks from the butcher shop, milk shed or storeroom; gathers and bags used aprons, napkins and table cloths and sends them to the laundry; washes kitchen and dining room floors and walls, washes and sterilizes cooking utensils and washes hot food trucks; carries garbage pails to disposal area and returns sterilized garbage pails to the kitchen;—

REQUIREMENTS:

1. Ability to read and write English.
2. Some knowledge of the problems, procedures, and methods of preparing and cleaning fruits and vegetables for cooking and of cleaning kitchen utensils and equipment.
3. Ability to understand, remember and carry out oral and written directions, and to learn quickly from oral and written directions and from demonstrations.
4. Good health and freedom from disabling physical and mental defects.

GUARD, PUBLIC PROPERTY

DEFINITION: Under direction, during an assigned tour of duty, patrols and protects designated buildings, grounds, and property from trespass, damage and theft and maintains orderly conditions within the area; does related work as required.

EXAMPLES OF WORK: Organizes assigned patrol work and develops effective work methods in accordance with established procedures; patrols and inspects assigned buildings and grounds and makes required reports; prevents fire, dumping of refuse, theft, and other damage to property and equipment; prevents unauthorized persons from entering and leaving the grounds and buildings; locks and unlocks gates, doors, and windows when so required; keeps simple records.

REQUIREMENTS:

1. Ability to read and write English.
2. Some experience in work involving the safeguarding of property and/or persons.
3. Some knowledge of the problems involved in safeguarding buildings, grounds and properties covering a considerable area of space, of the procedures used in dealing with such problems, of the keeping of simple records, and of the making of reports of conditions noted and actions taken.
4. Ability to understand, remember, and carry out oral and written directions, to analyze simple problems, organize assigned work and develop effective work methods, to learn quickly from oral and written explanations and from demonstrations, to note significant conditions and take the proper action in accordance with the prescribed procedures, to report significant conditions noted and actions taken, and to keep simple records.
5. Good health and freedom from disabling physical and mental defects.

HOSPITAL ATTENDANT

DEFINITION: Under direction, performs non-professional nursing work involved in tending patients of a hospital; does related work as required.

EXAMPLES OF WORK: Checks census and counts patients in assigned unit or units; gives proper and necessary custodial care to patients; prepares patients for meals; bathes patients, giving special attention to care of nails and scalps and checking bodies constantly for vermin, bruises, rashes and other injuries or deformities; grooms patients going to activities or receiving visitors or being transferred or discharged or... visiting home; in addition to tending patients; maintains good housekeeping in assigned unit or units; assists in changing patients' surgical dressings; escorts patients to dining, treatment, or recreation rooms; serves food to bed-ridden patients; assists patients in changing their clothing and... in maintaining personal hygiene; assists in quieting disturbed patients; prepares bodies for the hospital morgue; may assist in the preparation and distribution of beverages to the various wards; may assist in the storing and distribution of supplies and in the cleaning of storerooms; may assist in the marking of patients' clothing; may be assigned to other hospital divisions for comparatively short periods for training purposes or to become acquainted with the various functions of the hospital; keeps needed records.

REQUIREMENTS:

1. Ability to read and write English.
2. Some knowledge of the problems involved in performing non-professional nursing work involved in tending patients of a hospital.
3. Ability to be sympathetic but firm with patients.
4. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

PRACTICAL NURSE

DEFINITION: Under direction, performs sub-professional nursing tasks required in the care of patients in carrying out of medical orders, requiring an understanding of elementary nursing but not requiring professional nursing service; does related work as required.

EXAMPLES OF WORK: Performs such duties as are required in the care of patients in carrying out of medical orders, requiring an understanding of elementary nursing but not requiring any professional service involving the application of principles of nursing based on biological, physical, and social sciences in various medical areas; i.e., Psychiatry, Pediatrics, Surgery, and Public Health; takes oral, rectal, and axillary temperatures; observes character of and counts pulse and respiration; observes character of and measures urine, vomitus, and sputum; observes character of feces; assembles charts; collects specimens of urine, sputum, feces and/or vomitus; tests urine for albumin and/or sugar; gives oral medications under direct professional nurse supervision; applies and removes bandages, binders, and adhesive tape; checks census and counts patients in assigned unit or units; gives proper and custodial care to patients; bathes patients; prepares patients for meals; assists patients in maintaining personal hygiene; assists in quieting disturbed patients; keeps necessary records.

REQUIREMENTS:

1. Graduation from high school, or vocational high school; or possession of an approved High School Equivalent Certificate, supplemented by training in practical nursing routines.
2. Licensed as a Practical Nurse in the State of New Jersey.
3. Considerable knowledge of practical nursing routines.
4. Ability to assist in providing for the emotional and physical comfort and safety of patients; to observe, record and report to the appropriate persons symptoms, reactions, and changes of patients; to assist with the rehabilitation of patients; and to keep suitable records.
5. Good health and freedom from disabling physical and mental defects.

SENIOR BUILDING SERVICE WORKER

DEFINITION: Under direction, performs responsible and varied work involved in the cleaning of buildings; does related work as required.

EXAMPLES OF WORK: Inspects, determines and analyzes the routine cleaning work to be done and the materials needed for such work; takes a leading part in the work involved in the sweeping, washing, cleaning and waxing of floors, the washing of windows, and the washing of woodwork; dusts desks, tables, chairs, office equipment and other furniture; obtains, stores, safeguards, records and properly uses equipment, materials and supplies; when so directed, receives, reviews and adjusts complaints; when so directed, gives suitable assignments to assigned employees; keeps records.

REQUIREMENTS:

1. Ability to read, write, and understand English sufficiently to perform the duties of this position.
2. One year of experience in the inspection and cleaning of furniture, offices and building.
3. Considerable knowledge of the problems, procedures, methods, equipment, and supplies used in cleaning and washing windows and polishing floors, and in dusting desks, chairs and other furniture.
4. Ability to comprehend established cleaning and maintenance practices; to understand, remember and carry out oral and written directions, and to learn quickly from oral and written explanations and from demonstrations, and to keep necessary records.
5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

ARN
9/24/68

SENIOR COOK

DEFINITION: Under direction, performs the more responsible work involved in the preparation, cooking and serving of food in large quantities and takes the lead over assigned food service personnel; does related work as required.

EXAMPLES OF WORK: Prepares and cooks food in large quantities; assists in planning and constructing menus; takes the lead over assigned food service personnel; when so directed, requisitions supplies, equipment and utensils required in the kitchen; prepares soups, meats, vegetables, salads and other foods; in addition to cooking, bakes bread and/or pastries; keeps necessary records.

REQUIREMENTS:

1. Ability to read, write and understand English sufficiently to perform the duties of this position.
2. Two years of experience as a cook involving the preparation of a variety of food in large quantities.
3. Considerable knowledge of the problems involved in cooking work and of the materials, methods and equipment used in preparing food in large quantities.
4. Ability to organize assigned work and develop effective work methods and to take the lead over assigned food service personnel.
5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

ARM

2-28-59

SENIOR FOOD SERVICE WORKER

DEFINITION:

Under direction, assumes a specified responsibility for the operation of a minor and non-professional phase of preparing and serving food; does related work as required.

EXAMPLES OF WORK:

Assists in preparing and cooking food.

Assists in cutting meat and in baking.

Assumes direct responsibility for maintaining cleanliness of a kitchen, adjacent iceboxes, pantries, and included equipment.

Assumes direct responsibility for the proper service at a steam table or for all the service within a specific dining room.

Assists in the washing of dishes.

Receives, checks, weighs, measures, issues and maintains records and inventories of food supplies and equipment.

REQUIREMENTS:

Experience

One year of experience in general kitchen and dining room work.

Knowledge

Considerable knowledge of the methods of cleaning and preparing fruits and vegetables for cooking.

Of the methods, practices, equipment, and materials used in maintaining clean and sanitary conditions within food preparation, serving, and storing facilities.

Ability

Ability to read, write, speak, understand or communicate in English sufficiently to perform the duties of the position. Communication may include such forms as American Sign Language or braille.

To assist in the preparation and cooking of food.

To assume direct responsibility for the complete preparation and cooking of soups, vegetables, salads, and beverage.

To cut meat.

To maintain a clean and orderly kitchen, icebox, pantry, and equipment.

SENIOR FOOD SERVICE WORKER - (Continued)

To assume the proper service at a steam table or for all service within a specified dining room.

To assist in the washing of dishes.

To supervise and provide suitable assignments and instructions to groups and individuals.

To receive, check, weigh, measure, issue and maintain records and inventories of food supplies and equipment.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accomodation is made to their known limitations. If the accomodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

MHS

4-14-80

DISC-28-36

SENIOR HOSPITAL ATTENDANT

DEFINITION: Under direction, performs the more responsible and varied non professional nursing work involved in tending patients of a hospital and may take the lead over at least one Hospital Attendant; does related work as required.

EXAMPLES OF WORK: Performs the more responsible work involved in checking census and counting patients and may take the lead over at least one Hospital Attendant; performs the more responsible work involved in the bathing of patients, especially those patients suffering from diseases which may easily become aggravated; performs the more responsible work involved in the grooming of patients going to activities or receiving visitors or being transferred or discharged or visiting home; performs the more responsible work involved in quieting disturbed patients; serves in the absence of a supervising attendant for comparatively short periods; keeps needed records.

REQUIREMENTS:

1. Ability to read, write, and understand English sufficiently to perform the duties of this position.
2. One year of experience in performing non professional nursing work involved in tending patients of a hospital.
3. Considerable knowledge of the problems involved in performing non-professional nursing work involved in tending patients of a hospital.
4. Ability to comprehend established hospital practices relating to the concerned work.
5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

ARM
10/24/68

IN WITNESS THEREOF, the parties have caused this Contract to be executed by its respective officers or agents on this 26th day of January, 1982.

FOR THE UNION:

John Loe
Nancy McLean
Cecile Simpkins

FOR THE BOARD:

Mary L. Hollis, Director
Hewell P. Benedict
Samuel H. H.
Carol A. P. Lewis